



3040 Post Oak Blvd., Suite 1900  
Houston, Texas 77056

# Invoice

INVOICE DATE	INVOICE #
8/7/2008	N88LEHD1082

## BILL TO

Image Processing Systems  
c/o Lehman Brothers A/P Dept.  
P.O. Box 2339  
Secaucus, NJ 07096

		TERMS	P.O. NO.
		Net 45	
DESCRIPTION	QTY	RATE	AMOUNT
Historical Data Feed from MAXS	1	35,000.00	35,000.00
7.5% Discount as Client ordered Optional Item within one (1) year after execution of Addendum to License & Professional Services Agreement dated 8.18.2006	-1	2,625.00	-2,625.00
5% Discount due to Client adding an additional block of firms within one (1) year after execution of Addendum to License & Professional Services Agreement dated 8.18.2006	-1	1,750.00	-1,750.00
*Per Addendum to License & Professional Services Agreement dated 8.18.2006			
Tax ID #76-0566875. Please contact accounting@datacert.com or 1.800.773.8644 with any questions.		<b>Subtotal</b>	\$30,625.00
Remit US Payments to: P.O. Box 676051, Dallas, TX 75267-6051.		<b>Sales Tax (6.6%)</b>	\$0.00
Remit Foreign and Express payments to: 3040 Post Oak Blvd, Suite 1900 Houston, TX 77056		<b>Total</b>	\$30,625.00
Wire Details Bank: JPMorgan Chase Bank; 707 Travis, Houston TX 77002 Account Name: DataCert, Inc. ABA #: 111-000-614 (Within USA) or 021-000-021 (Foreign) Swift ID: CHASUS33 Account #: 00103384104		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$30,625.00



3040 Post Oak Blvd., Suite 1900  
Houston, Texas 77056

# Invoice

INVOICE DATE	INVOICE #
8/25/2008	N88LEHD1407

## BILL TO

Image Processing Systems  
c/o Lehman Brothers A/P Dept.  
P.O. Box 2339  
Secaucus, NJ 07096

		TERMS	P.O. NO.
		Net 30	
DESCRIPTION	QTY	RATE	AMOUNT
CIMS 10319; Generate Notifications to AIMS administrators when credit invoice is submitted	1	2,400.00	2,400.00
Per Change Order signed 8/25/2008			
Tax ID #76-0566875. Please contact <a href="mailto:accounting@datacert.com">accounting@datacert.com</a> or 1.800.773.8644 with any questions.		<b>Subtotal</b>	<b>\$2,400.00</b>
Remit US Payments to: P.O. Box 676051, Dallas, TX 75267-6051.		<b>Sales Tax (6.6%)</b>	<b>\$0.00</b>
Remit Foreign and Express payments to: 3040 Post Oak Blvd, Suite 1900 Houston, TX 77056		<b>Total</b>	<b>\$2,400.00</b>
Wire Details Bank: JPMorgan Chase Bank; 707 Travis, Houston TX 77002 Account Name: DataCert, Inc. ABA #: 111-000-614 (Within USA) or 021-000-021 (Foreign) Swift ID: CHASUS33 Account #: 00103384104		<b>Payments/Credits</b>	<b>\$0.00</b>
		<b>Balance Due</b>	<b>\$2,400.00</b>



3040 Post Oak Blvd., Suite 1900  
Houston, Texas 77056

# Invoice

INVOICE DATE	INVOICE #
10/9/2008	N8OLEHD258

## BILL TO

Image Processing Systems  
c/o Lehman Brothers A/P Dept.  
P.O. Box 2339  
Secaucus, NJ 07096

		TERMS	P.O. NO.
		Net 30	
DESCRIPTION	QTY	RATE	AMOUNT
CIMS 9528 ; Create task to auto-reject duplicate invoices landing in error.	1	3,400.00	3,400.00
Per Change Order signed 10/9/2008			
Tax ID #76-0566875. Please contact accounting@datacert.com or 1.800.773.8644 with any questions.		<b>Subtotal</b>	<b>\$3,400.00</b>
Remit US Payments to: P.O. Box 676051, Dallas, TX 75267-6051.		<b>Sales Tax (6.6%)</b>	<b>\$0.00</b>
Remit Foreign and Express payments to: 3040 Post Oak Blvd, Suite 1900 Houston, TX 77056		<b>Total</b>	<b>\$3,400.00</b>
Wire Details Bank: JPMorgan Chase Bank; 707 Travis, Houston TX 77002 Account Name: DataCert, Inc. ABA #: 111-000-614 (Within USA) or 021-000-021 (Foreign) Swift ID: CHASUS33 Account #: 00103384104		<b>Payments/Credits</b>	<b>\$0.00</b>
		<b>Balance Due</b>	<b>\$3,400.00</b>

## DATACERT, INC. CHANGE ORDER

DATACERT, INC.

Client

Name: Lehman Brothers, Inc.

Address: 70 Hudson Street  
Jersey City, New Jersey

Jira Number:

Project Name:

Date Requested: August 7, 2008

## DESCRIPTION OF CHANGE

CIMS # Short Description

10319 Generate notifications to AIMS administrators when credit invoice is submitted

## Details

Generate and send a notification to AIMS system administrators when a credit invoice is submitted, so that they can research and reject if it was in error.

## Test Case(s):

## BEFORE CHANGE:

Create an Invoice with a negative invoice total and land it into AIMS

Notice amount of invoice total as being negative

No email notice is sent out notifying the AIMS administrators that a credit invoice has been submitted.

## AFTER CHANGE:

Create an Invoice with a negative invoice total and land it into AIMS

Notice amount of invoice total as being negative

Generate and send an email notification to AIMS system administrators when a credit invoice is submitted, so that they can research and reject if it was in error.

Example of email notification to AIMS Administrator:

From: sysadmin@datacert.com [mailto:sysadmin@datacert.com]

Sent: Wednesday, July 27, 2008 6:00 PM

To: DOE, JOHN

Subject: FINAIMS: Invoice 1234 is a credit invoice

Invoice 1234, submitted in ePacket R000099999999, is a credit invoice.

## Invoice Summary 1234

Sent By:

ADMIN, ADMIN

Notification Reason(s)

INVOICE 1234 IS A CREDIT INVOICE - PLEASE REVIEW FOR ANALYSIS.

Priority Level \*

Date change to be completed

Interdependent Projects / Systems

1 2 3 4

The Priority levels are as follows: 1 - Severe, 2 - High, 3 - Medium, and 4 - Low

COSTS ASSOCIATED WITH FIXED PRICE QUOTE:

COSTS ASSOCIATED WITH TIME AND MATERIALS QUOTE:

LABOR COSTS:

	# HOURS	HOURLY RATE	COST
Total labor costs to be billed on a fixed fee basis.	N/A	N/A	\$2,400.00

# DATA CERT, INC. CHANGE ORDER

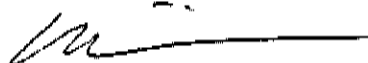
OTHER DIRECT COSTS ESTIMATE:		
TYPE	DESCRIPTION	
	Actual to be Invoiced.	
	Actual to be Invoiced.	
Subtotal Estimated ODC's		\$ 0.00
Total Estimated ODC's		\$ 0.00
TOTAL ESTIMATED CHANGE ORDER COST FOR TIME AND MATERIALS QUOTE		
ADDITIONAL MONTHLY SUPPORT AMOUNT:		

SPECIAL INSTRUCTIONS
The total fixed fee shown above shall be invoiced upon execution and payable 30 days after receipt of invoice.


Attachments: None

By signing in the space provided below, Client acknowledges that the above services shall be performed by DataCert, Inc. pursuant to the terms and conditions of the Services Agreement, dated June 27, 2003, executed between the parties (as amended from time to time, the "Services Agreement"). The work product provided hereunder shall be deemed a part of the "Software" under the Services Agreement.

This Change Order is hereby agreed to by:

  
 Authorized Signature Date 8/22/08  
 MARTIN PRICE SVP  
 Print Name and Title

This Change Order is hereby accepted by  
DATA CERT, INC.,

  
 Authorized Signature Date 8/25/08  
 D. Mark Paez General Counsel  
 Print Name and Title

**DATACERT, INC. CHANGE ORDER**

<b>DATACERT, INC.</b>		<b>Client</b> <b>Name:</b> <i>Lehman Brothers, Inc.</i>	
<b>JiraNumber:</b> <b>Project Name:</b>		<b>Address:</b> <i>70 Hudson Street Jersey City, New Jersey</i>	
		<b>Date Requested:</b> <i>July 31, 2008</i>	
<b>DESCRIPTION OF CHANGE</b>			
<b>CIMS #</b>	<b>Short Description</b>		
9528	Create task to auto-reject duplicate invoices landing in error manager		
<b>Details</b>			
Lehman is requesting that we create a task to auto-reject duplicate invoices that land in error manager. This rejection is based on the 20 digit vendor number for vendors listed in AIMS that have submitted a duplicate invoice number.			
This task would run on a scheduled basis, Nightly at 10pm.			
<b>Test Case(s):</b>			
A vendor (in this example, we'll use Morgan Lewis Bockius – Philadelphia location) has a vendor number of 0000004381USAUSD0001.			
Vendor submits an invoice that is a duplicate			
Invoice lands in error manager because of base validations with the error message: Invoice is a duplicate Newly created task runs, automatically rejecting the duplicate invoice back to the law firm.			
Notification should contain the same notification details as the template used for duplicate rejection in the error handler for rejections.			
<b>Priority Level *</b>		<b>Date change to be completed</b>	<b>Interdependent Projects / Systems</b>
1	2	3	4
The Priority levels are as follows: 1 – Severe, 2 – High, 3 – Medium, and 4 - Low			

<b>COSTS ASSOCIATED WITH FIXED PRICE QUOTE:</b>			
<b>COSTS ASSOCIATED WITH TIME AND MATERIALS QUOTE:</b>			
<b>LABOR COSTS:</b>			
	<b># HOURS</b>	<b>HOURLY RATE</b>	<b>COST</b>
Total labor costs to be billed on a fixed fee basis.	N/A	N/A	\$3,400.00
<b>OTHER DIRECT COSTS ESTIMATE:</b>			
<b>TYPE</b>	<b>DESCRIPTION</b>		
	Actual to be Invoiced.		
	Actual to be Invoiced.		
Subtotal Estimated ODC's			\$ 0.00
Total Estimated ODC's			\$ 0.00
<b>TOTAL ESTIMATED CHANGE ORDER COST FOR TIME AND MATERIALS QUOTE</b>			
<b>ADDITIONAL MONTHLY SUPPORT AMOUNT:</b>			


<b>SPECIAL INSTRUCTIONS</b>
The total fixed fee shown above shall be invoiced upon execution and payable 30 days after receipt of invoice.

Attachments: None


## DATACERT, INC. CHANGE ORDER

By signing in the space provided below, Client acknowledges that the above services shall be performed by DataCert, Inc. pursuant to the terms and conditions of the Services Agreement, dated June 27, 2003, executed between the parties (as amended from time to time, the "Services Agreement"). The work product provided hereunder shall be deemed a part of the "Software" under the Services Agreement.

This Change Order is hereby agreed to by:

 8/22/08  
\_\_\_\_\_  
Authorized Signature Date  
MARTIN PRICE, SVP  
\_\_\_\_\_  
Print Name and Title

This Change Order is hereby accepted by  
DATACERT, INC.,

 10/9/08  
\_\_\_\_\_  
Authorized Signature Date  
D. Mark Poag  
\_\_\_\_\_  
Print Name and Title

**ADDENDUM TO  
LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

THIS ADDENDUM (the "*Addendum*") TO LICENSE AND PROFESSIONAL SERVICES AGREEMENT dated as of August 18, 2006( the "*Addendum Effective Date*") is executed by and between DATACERT, INC., a Delaware corporation (the "*DataCert*"), and LEHMAN BROTHERS INC., a Delaware corporation ("*Client*").

**RECITALS**

A. DataCert and Client executed the Services Agreement dated effective as of June 27, 2003 (the "Agreement") pursuant to which the DataCert agreed, among other things, to provide its ShareDoc/LEGAL services set forth in and pursuant to the terms of the Agreement to Client and Client's Registered Vendors.

B. Client wishes to license DataCert's Software specified in this Addendum.

C. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Grant of License.

(a) Subject to the terms of the Addendum, including payment of the fees specified herein, DataCert hereby agrees to license and provide its Advanced Invoice Management System software and Guide software as specified in Appendix A (the "Software") to Client for Client's own use during the term of the Agreement. Except with respect to Section 2(b)(iii) of the Agreement, the DataCert System shall include for all purposes the Software.

(b) DataCert shall provide Client the Basic Support Maintenance, and maintain the Service Levels as set forth in Appendix C attached hereto for the DataCert System during the term of the Agreement, and all corrections or repairs of "Errors" shall be made as set forth therein (and notwithstanding the provisions of Section 1(b) or the repair time frame in Section 6(b) of the Agreement).

(c) This Agreement is for use of the Software by base users (full AIMS users) and casual users (i.e. users who review and approve ten (10) or fewer invoices per year in AIMS) as set forth in Appendix B attached hereto. For each additional base or casual user in excess of the number specified in Appendix B ("Additional Users"), Client will pay the Additional Users Fee detailed in Appendix B. Client hereby represents and covenants that it shall notify DataCert in writing should Client require Additional Users. The fees set forth in Appendix B are for the installation of the DataCert System at a single US-based Administrative location. Should Client require additional Administrative Locations, additional fees will apply. Client's users shall have the right to access the DataCert System regardless of their location.



(d) The Software, Implementation and Integration ("Deliverables") shall be subject to "Acceptance" by Client in accordance with the procedures set out in this Section. The Acceptance test shall commence on the date DataCert certifies in writing in the manner indicated herein to Client that the Deliverables have been completed as specified in the Statement of Work attached hereto as Appendix E. Specifically, DataCert will need to demonstrate the ability to (i) successfully upload various data type test files through ShareDoc, (ii) electronically input the data from such test file to the Software, (iii) route for approval the invoice data in AIMS, (iv) electronically input the data from such test file to Client's A/P database in an agreed upon format as set forth in Appendix E. Client will have thirty (30) days to test the Deliverables to determine whether they materially conform to all specifications set forth in Appendix A and Appendix E, attached hereto (the "Acceptance Criteria"). If, in Client's sole and reasonable discretion, the Deliverables do not meet the Acceptance Criteria, DataCert shall, at no additional cost to Client, correct any and all non-conformance, including performance failures or deficiencies, that have been identified in writing by Client within thirty (30) days of its receipt of such written notice from Client and re-submit the Deliverables for another Acceptance test by Client. If DataCert fails to correct such non-conformance within the thirty day time period or if Client rejects the re-submitted Deliverables during the Acceptance test, Client may, at its option, terminate this Addendum and receive a prompt refund from DataCert for all fees paid for such Deliverables and this Addendum shall be deemed terminated. The Deliverables will be deemed accepted on the earlier of: (a) the date Client forwards a written notice of Acceptance to DataCert, or (b) the date on which the 30-day period for the Acceptance has expired, provided Client did not provide DataCert written notice of the Deliverables' non-conformance to the Acceptance Criteria (the "Acceptance Date").

DataCert will send written certification to Client via regular mail and electronic mail to the attention of the following personnel:

Mr. Anthony Setaro  
Vice President, Finance  
Lehman Brothers  
1301 6<sup>th</sup> Avenue  
New York, NY 10019  
Email: [anthony.setaro@lehman.com](mailto:anthony.setaro@lehman.com)

and

Ms. Michelle Mandell  
Vice President, Finance Technology  
Lehman Brothers  
70 Hudson Street  
Jersey City, NJ 07302-4585  
[michelle.mandell@lehman.com](mailto:michelle.mandell@lehman.com)

2. Limitations And Confidentiality.

(a) The Client agrees that it shall not modify, reverse engineer, decompile, or disassemble the Software, or create derivative works thereof. The DataCert System is licensed as a single product and it may not be separated into its component files nor shall its component files be used for any purpose separate from the operation of the Software in accordance with paragraph (b) below.

(b) The Client agrees that it shall only use the Software in connection with the invoices transmitted by the DataCert System or manually entered into the DataCert System by Client utilizing the Software, for sending and receiving Client messages and payment authorizations for ultimate delivery and processing at the Administrative Location.

(c) Once the DataCert System transmits data through Client's corporate firewall, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software.

3. Software Fees.

(a) Subscription Fees. The Client hereby agrees that it will pay to DataCert the applicable Subscription Fees as specified in Appendix B attached hereto (the "Subscription Fees"). DataCert will provide Client a one-time, pro-rated credit for the Annual Registration/Usage Fees it has paid for the current contract year, if any. The Subscription Fees shall replace the Annual Registration/Usage Fee set forth in the Agreement for all purposes. The Subscription Fees for each renewal of the Agreement shall be the then effective Subscription Fees, subject to the limits on increase set forth in Section 2(a) of the Agreement.

(b) Implementation Fee and the Integration Fee. The Client hereby agrees that it will pay DataCert the Implementation Fee and Integration Fee as specified in Appendix B. Client acknowledges that the Implementation Fee and Integration Fee include only the "Implementation" and "Integration," respectively, as specified in Appendix A and Appendix E (the "Scope"). Any additions to the Scope shall be deemed "Additional Work" and will be set forth in a separate Statement of Work that is mutually agreed by DataCert and Client.

(c) Law Firm Commitment. Client hereby agrees that it will provide DataCert a list of at least seventy-five (75) additional (not already implemented to submit invoices to Client through DataCert) law firms or legal service providers (with contact information) eligible for connection to Client and send letters to all such law firms or legal service providers notifying them of the DataCert implementation within sixty (60) days after execution of this Addendum. Client will communicate requirements for prompt implementation, will encourage these law firms and legal services providers to migrate into the DataCert solution. If such a targeted law firm or legal service provider that invoices Client in excess of \$50,000 per year is not interested in transmitting invoices to Client through the DataCert solution, Client shall, in its reasonable discretion, use reasonable efforts to follow up further with such law firm or legal services provider.

4. Term.

(a) Subject to the provisions of Section 11(b) of the Agreement (and notwithstanding the provisions of Section 11(a) of the Agreement), the Agreement shall commence on the Addendum Effective Date and shall be effective for an initial term of three (3) years from the commencement of the First Subscription Period. Upon the expiration of the three year term, this Agreement shall continue on a month-to-month basis upon the same terms and conditions for up to three (3) months, subject to termination by either party upon thirty (30) days' prior written notice.

(b) The last sentence of Section 11(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Client shall have the right to terminate this Agreement in whole or in part at any time at its convenience upon thirty (30) days prior written notice to DataCert and receive a pro rata refund of all Subscription Fees prepaid by it for the contract year of such termination."

5. Exhibit to the Agreement. The Exhibit and Appendix A to the Agreement shall be deleted in their entirety and replaced with Appendices A-E attached hereto.

6. Section 1 (Services) of the Agreement. Section 1 is hereby amended with the addition of the following provisions 1(c)-1(f):

(c) Hosting Services. At all times, DataCert will perform the Services described in Agreement at least at the same level and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency that is equal to or better than as is provided by DataCert to its other similarly-situated customers. Quantitative performance standards for certain of the Services ("Service Levels") are established and set forth in Appendix C attached hereto.

(d) Ownership of Client Data. As used in the Agreement, the term "Client Data" is defined as all information and data, whether or not client sensitive data, received, used or stored by DataCert (including its employees and/or subcontractors) in connection with the Services, and any information and data derived from such information and data. DataCert agrees that, as between DataCert and Client, all Client Data is the exclusive property of Client and DataCert hereby waives any interest, title, lien or right to any such Client Data.

(i) Use of Client Data. Client grants to DataCert a limited, non-exclusive, non-transferable, license and/or sublicense, as applicable, during the term of the Agreement to use the Client Data solely for the purpose of, and only to the extent necessary for, DataCert to perform the Services in accordance with the Agreement. Client Data may not be (a) used by DataCert other than in connection with providing the Services, including in connection with any other agreements or relationships between Client and DataCert.; (b) disclosed, sold, assigned, leased, or otherwise provided by DataCert to third parties or (c) commercially (or otherwise) exploited by or on behalf of DataCert.

(ii) **Return of Client Data.** At any time at the request and option of Client and in the event of termination or expiration of the Agreement (or any part thereof), DataCert agrees to promptly: (a) return to the Client the Client Data (or any requested portion thereof); or (b) destroy or permanently erase (on all forms of recordation) the Client Data and, if requested by Client, acknowledge in writing that all such Client Data has been destroyed or permanently erased. Notwithstanding the foregoing, DataCert may retain copies of the Client Data to the extent required to comply with applicable legal and regulatory requirements, provided, however, that Client Data will remain subject to the terms and conditions of the Agreement.

(iii) **Exceptions.** Notwithstanding anything to the contrary contained in the Agreement, the rights and obligations set forth in this Article will not be modified or amended without approval in writing by legal counsel for Client and then the effect of such amendment or modification will apply only as set forth in such writing, and the provisions of Section 10(c) of the Agreement shall continue to apply to Client Data.

(e) **Audit.** In addition to Client's audit rights under the Agreement, DataCert will provide to Client, Client's auditors (including internal audit staff and external auditors) and regulators or other law enforcement agents access at all reasonable times, after providing DataCert with at least ten (10) days advance notice (except in the event of audits or investigations by regulators or other law enforcement agents, or investigations of reasonable suspicion of misappropriation, fraud or business irregularities of a potentially criminal nature, or relating to Client data protection requirements), to any facility or part of a facility at which either DataCert or any of DataCert's personnel are providing the Services (including the DataCert System) and to data and records relating to the Services and Client's usage thereof (together, the "Auditable Items") for the purpose of performing audits designed to enable Client or regulators or other law enforcement personnel to confirm that DataCert is meeting all applicable information privacy and security, regulatory and other legal requirements. DataCert will maintain detailed written and electronic records of all materials relating to any Auditable Items as described in this Section. Client shall be responsible for all expenses of any such audit.

(f) **Installation.** DataCert agrees to install DataCert's Software and any updates at the applicable installation site(s) set forth in the Agreement or agreed to by the parties in writing as set forth in Appendix E. DataCert's installation obligations hereunder are set forth in Appendix E. Prior to assigning any DataCert personnel to perform any installation or other Services in Client's facilities, Client has the right to perform background checks on DataCert personnel in accordance with Client's standard requirements for independent contractors. DataCert will notify Client in writing when each Software and/or update has been installed and is ready for Acceptance testing.

7. **Section 8 (Additional Warranties and Obligations) of the Agreement.** Section 8 is hereby amended with the addition of the following provision:

"8(e) DataCert further represents, warrants and covenants as follows:

DataCert has the necessary rights, licenses and approvals required to license and/or sublicense the DataCert System and the Software and to perform the Services;

The Software provided to Client (or any updates thereto), will not include any "open source" software or any code derived therefrom (in any format or medium whatsoever) that would require any additional licenses or fees from Client without Client's prior written consent;

The Software, including any updates, and/or materials provided by DataCert that are intended to interact or otherwise work together as part of a functioning system will be compatible and will properly inter-operate and work together as components of an integrated system;

If any DataCert personnel provide Services at a Client's location, DataCert's personnel will observe and comply with Client's security procedures, rules, regulations, policies, working hours and holiday schedules; and in performing Services at Client locations, DataCert Personnel will minimize any disruption to Client's normal business operations;

The Software and the DataCert System will accurately recognize, calculate, process and store all same century and multi-century formulas, dates and date notations (including leap years), will resolve ambiguities in date input and output and will have capacity to interoperate with other products used by Client as set forth in Appendix E;

Unless otherwise stated herein, (a) no additional software or licenses are required for effective use of the Software, DataCert System and the Services, including, without limitation, for effective use of any database components thereof, and (b) to the extent that the DataCert System is used in conjunction with a Web browser, no plug-ins or non-standard browser components are required for effective use of the DataCert System; and

DataCert will not use any cookies, action tags, or any similar technology, whether available now or conceived in the future, used to obtain, track, monitor, implement any form of profiling, or assess information obtained through the use thereof under this Agreement.

8. Miscellaneous.

(a) This Addendum shall become effective on execution by both the DataCert and Client.

(b) Except as otherwise amended hereby, the other provisions of the Agreement shall remain in full force and effect as originally written. In the event of a conflict between the provisions of this Addendum and the Agreement, the terms of this Addendum shall control.

(c) This Addendum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

(d) This Addendum shall be governed by and construed in accordance with the laws of the State of New York for all purposes and in all respects, without regard to the conflict of law provisions of such state.

(e) This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to DataCert Services Agreement as of the date and year first above written. This Addendum may be signed in counterparts via facsimile, which shall be considered originals for all purposes.

**THE COMPANY:**

DATA CERT, INC.

By: D. Mark Poag  
Name: D. Mark Poag  
Title: General Counsel

**CLIENT:**

LEHMAN BROTHERS INC.

By: Edward Salinde  
Name: Edward Salinde  
Title: VP

## **APPENDIX A**

### **I. Specifications**

#### **a. Software:**

- i. “*AIMS*” is a web-based application that enables approval and payment of electronic invoices as further described in the AIMS Documentation Suite, 3.8 that is incorporated herein by reference for all purposes.
- ii. “*Guide*” is DataCert’s advanced rules processing and decision engine, created to automate actions within AIMS. Guide utilizes certain preconfigured rules that then can auto-adjust invoices and invoice line items, auto-approve invoices, and automatically reroute invoices for approval. For the purposes of the Implementation, DataCert will implement any of its existing, pre-developed Guide rules (“Existing Rules”) requested by Licensee prior to Implementation as set forth in the Guide Product Description.

#### **b. Implementation and Integration:**

- i. *Single Sign On* -- All AIMS Users will have access to a customized authentication mechanism that will authenticate the User based on the User’s available network logon credentials.
- ii. *Implementation:*

DataCert will implement its AIMS application in the following manner:

1. Define and document business and technology requirements, including a single Validation Rule Set (a “Validation Rule Set” is data and/or code containing the Client’s outside counsel guidelines and other validation criteria used by the Deliverables).
2. Design and document AIMS business requirements, including professionals, teams and workflow.
3. Design and document AIMS technical requirements (translation from business requirements to technical specifications).
4. Define integration requirements/specifications: posting of invoices, validation queries.
5. Perform Integration (as described below).\*
6. Configuration and testing for invoice approval workflow, matter creation and identified AIMS requirements.



7. Management of data collection and formatting (actual data collection to be performed by Client and data entered into AIMS Data Template). DataCert will provide a data collection template.
8. QA testing as set forth in the SOW attached hereto as Appendix E.
9. Installation (including installation of the items in the AIMS Requirements provisions below and as further described in Appendix E), testing and configuration.
10. Project Management, rollout and training (includes 1.5 days of train-the-trainer training, and DataCert will conduct up to 3 end user training sessions in Client's offices in New York with the Users, some of whom may participate via web session)

iii. *Integration:*

\*The Integration is specified in the Statement of Work attached hereto as Appendix E

### AIMS Server Requirements:

Hardware	<b>Minimum:</b> Pentium III single processor with: <ul style="list-style-type: none"> <li>• 1 GB RAM</li> <li>• 1.2 GHz</li> <li>• 4 GB available disk space</li> </ul>	<b>Recommended:</b> Pentium 4 dual processor with: <ul style="list-style-type: none"> <li>• 2 GB RAM</li> <li>• 1.4 GHz</li> <li>• 4 GB available disk space</li> </ul>
Operating System	Microsoft Windows 2000 Server, Service Pack (SP) 4 or Windows 2003 Server, SP 1	
Software	Microsoft Internet Explorer 5.5 SP2 or later Microsoft Internet Information Server (IIS) 5.0 or higher Microsoft Component Object Model (COM)+ services Microsoft Simple Mail Transfer Protocol (SMTP) services installed and configured <b>Note:</b> The following required third-party software components are installed with AIMS: <ul style="list-style-type: none"> <li>• Microsoft Data Access Components (MDAC) version 2.8</li> <li>• Microsoft .NET Framework version 1.1 SP1</li> <li>• Microsoft Standard Markup Language (SML) 3.0 parser</li> </ul>	
Access	Local NT Administrator account SMTP services (outbound port 25) Proxy username and password if applicable (requires clear text authentication) Internet access (inbound port 80 from corporate LAN and outbound to the Internet via ports 80 and 443) Internet access for the local administrator account	

### Database Server Requirements

Hardware	<b>Minimum:</b> Pentium III single processor with: <ul style="list-style-type: none"> <li>• 1 GB RAM</li> <li>• 1.2 GHz</li> <li>• 4 GB available disk space</li> </ul>	<b>Recommended:</b> Pentium 4 dual processor with: <ul style="list-style-type: none"> <li>• 2 GB RAM</li> <li>• 1.4 GHz</li> <li>• 4 GB available disk space</li> </ul>
Operating System	Microsoft Windows 2000 Server, SP 4 or Windows 2003 Server, SP 1	
Software	Microsoft SQL Server 2000 Standard or Enterprise Edition MDAC version 2.8	
Disk Space	20 MB per law firm implemented per year, plus 500 MB system data	
Access	DataBase Owner (DBO) account access to AIMS database OLEDB access to matter management database (if integrated)	

### User Workstation Requirements

Appropriate hardware and operating system to support Microsoft Internet Explorer version 5.5 SP2 or later
Microsoft Internet Explorer version 5.5 SP2 or later

**APPENDIX B**

• <b>Subscription Fees (recurring)</b>	
(a) AIMS Subscription Fee (includes 60 Base Users and 250 Casual Users)	
\$104,750	
(b) Guide annual Subscription Fee	\$25,000
(c) Annual Integration Maintenance and Support Fee	\$14,000
<b>Total Annual Services Fees (recurring):</b>	<b>\$143,750</b>
• <b>Implementation Fees and Integration Fees (one time)</b>	
(a) AIMS Implementation Fee:	\$65,000
(b) Guide Implementation Fee:	\$8,000
(c) Integration Fee:	\$65,000
(d) Single Sign On:	\$5,000
<b>Total Implementation and Integration Fees:</b>	<b>\$143,000</b>
• Discount for Additional Law Firm Commitment per Section 3(c)*	\$21,506
<b>TOTAL:</b>	<b>\$265,244</b>

• **Terms of Payment.**

A. Subscription Fees:

DataCert shall invoice the subscription fees (currently totaling \$122,244 including the above discount for the first year of the Addendum) on execution of this Addendum and annually thereafter. Notwithstanding anything to the contrary herein, the parties agree that the subscription fees in the amount of \$122,244 specified above (calculated by subtracting the Additional Law Firm Commitment Discount from the Total Annual Services Fees) shall be paid by Client, in advance, upon execution of this Addendum and correspond to the First Subscription Period, defined as a one-year period commencing upon the earlier of (a) the date of Acceptance (defined in Section 1(d)) and (b) six (6) months following the Addendum Effective Date, provided, however, that the six (6) month time period shall be extended day-for-day, for each day DataCert fails to meet its obligations set forth in Appendix E and such failure is not due to Client's failure to meet Client's obligations as such are set forth in Appendix E. Subsequent annual subscription fees hereunder shall be invoiced upon expiration of the First Subscription Period and then twelve months thereafter.

. All payments shall be due forty-five (45) days from receipt of invoice by Client.

B. Implementation Fees and Integration Fees:

DataCert shall invoice fifty percent (50%) of the total for the Implementation Fees and Integration Fees upon execution. The remaining balance shall be invoiced on the Acceptance Date. All invoices are due forty-five (45) days from receipt of invoice by Client.

- Additional Base User Fee (annual recurring): \$600
- Additional Casual User Fee (annual recurring): \$99
- \* If seventy-five (75) of Client's additional (not already implemented to submit invoices to Client through DataCert) law firms or legal service providers have clicked-through the DataCert end user license agreement and paid DataCert the applicable subscription fee, in addition to the discount set forth above, DataCert will provide Client an extra five percent (5%) discount off the Subscription Fees set forth above, and for the optional items set forth below, for each block of fifty (50) additional law firms or legal service providers (not already implemented to submit invoices to Client through DataCert and that have not already opted out from participation in Client's e-billing initiative) in excess of these seventy-five that connect to Client during the first year of the term of this Addendum. DataCert will apply such 5% discount as a credit against the following year's Subscription Fees.
- **Optional Items:**
  - (i) Historical data feed from MAXS (one-time fee): \$35,000

The fees for both of such optional items shall be discounted by seven and one half percent (7.5%) if Client orders such Optional Items within one (1) year after execution of this Addendum. Client will also be eligible to receive an additional five percent (5%) discount as indicated above if Client adds an additional block of fifty 50 additional firms as set forth above within one (1) year after execution of this Addendum.

## **APPENDIX C**

### **MAINTENANCE, SUPPORT, and SERVICE LEVELS**

#### **1. General.**

1(a) DataCert will provide Client the Maintenance and Support services set forth below ("Maintenance and Support") Monday through Friday between the hours of 8am and 6 p.m. CST. Should Client require Maintenance and Support for non-Error-related issues at other times, DataCert will provide such Maintenance and Support at the rates set forth in Section III of the Exhibit.

#### **1(b). Hosting Service Levels:**

DataCert will use reasonable efforts to maintain availability of the Services (as defined in the Agreement) so as to meet or exceed the following Service Levels:

<u>Service Level Name</u>	<u>Description</u>	<u>Minimum Service Level</u>
Operational Hours	Hours for which the Services are to be available for access by Client	24 Hours per day, 365 days a year
System Availability*	The percentage time that the DataCert System is in service and fully available for access and data input by Client	99.0%
Content Upload	Number of hours for Client Data to be available for upload to the Software after successful receipt from Registered Legal Providers.	24

\* System availability will be calculated as follows: for a single month, the aggregate number of minutes of actual uptime expressed as a percentage of the scheduled uptime minutes less excusable downtime minutes (for scheduled maintenance, etc.) for the DataCert System (i.e.,  $\text{System Availability} = \frac{\text{Actual Uptime}}{\text{Scheduled Uptime} - \text{Excusable Downtime}}$ ).

#### **1(c). Terms applicable to all Service Levels under the Agreement:**

(i) DataCert will monitor its actual performance of the Services against the Service Levels contained herein. DataCert will provide tools, and collect and provide to Client the data made available by such tools, and be responsible for measuring its performance against the Service Levels.

(ii) DataCert shall provide Client with soft-copy reports to verify DataCert's performance and compliance with the System Availability, on a monthly basis. The raw data, detailed supporting information and other data produced or derived from measurement of the Services shall be deemed to be Client Data as defined herein.

2. **Definitions.** "Error" means any instance where the DataCert System does not substantially conform to their respective Specifications. Any capitalized term not defined herein shall have the meaning assigned to it in the Agreement.

3. **Responsibilities of Client.**

(a) **Levels of Support.** Client shall provide basic support for the DataCert System to its employees, including, but not limited to: (i) installation, support and maintenance of Client services incorporating the DataCert System, (ii) distribution and installation of patches promptly after provided to Client by DataCert, and (iii) providing all reports of Errors to DataCert Client Service at (800) 770-5121 or [customcr.support@datacert.com](mailto:customcr.support@datacert.com).

(b) **Problem Determination.** Client shall ascertain the nature of Errors, and the circumstances under which such Errors occur. Client shall use its reasonable commercial efforts to provide DataCert with information, software, traces, server access, or documentation sufficient for DataCert to duplicate the circumstances under which such Errors became apparent. If DataCert disagrees with Client's classification of an Error, the Parties will use commercially reasonable efforts to agree on the classification of such Error.

4. **Error Correction; Priority and Timing**

(a) **Exclusions.** DataCert shall Respond to all Errors notified by Client in accordance with this Section 4. However, DataCert shall not be under any obligation to repair any Errors which have been determined to arise from: (i) portions of the DataCert System which have been modified without DataCert's prior written approval; (ii) operator error; or (iii) third party software not part of the DataCert System. In addition, the Target Repair Times (and remedies resulting from DataCert's failure to meet the Target Repair Times) shall not apply to the repair of Errors resulting from: (a) the use of the DataCert System in conjunction with software not recommended, approved or permitted by DataCert (provided that a list of such recommendations is sent to Client on a timely basis) or (b) modifications of the DataCert System made by Client.

(b) **Client Technical Contact.** Client shall designate in writing to the DataCert Technical Contact one (1) primary Client Technical Contact through whom Client reports all Errors to DataCert, and one (1) secondary Technical Contact. DataCert shall have no obligation to Respond (as defined below) to reports of Errors received from individuals other than a Client Technical Contact or correct such Errors. Client reserves the right to change the designated Client Technical Contact and secondary Technical Contact at any time during the term of this Addendum.

(c) **Support Requests.** For Errors, DataCert will Respond (as defined below) to and use commercially reasonable efforts to correct or have corrected, Priority 1 and Priority 2 Errors that Client identifies, classifies and reports to DataCert in accordance with Section 4(b) above and that DataCert substantiates; and will use reasonable commercial efforts to Respond to other Errors within the time frames set below. Client shall use its commercially reasonable efforts to provide sufficient information for DataCert to duplicate the Error before DataCert's obligations shall commence. DataCert will not be required to correct any Error caused by Client's failure to incorporate any patch or upgrade previously provided to it by DataCert which corrects such Error.

Priority	Description	Response*	Target
Error		Time	Repair Time**
1	Fatal Error: no useful work can be done with respect to any law firm, or with respect to any critical function that runs across all law firms.	One (1) hour	One (1) business day

2	Severe Impact: errors which result in a lack of critical functionality or cause intermittent system failure.	Two (2) hours	Three (3) business days
3	Degraded Operations: errors causing malfunction of non-critical functions.	One (1) business day	five (5) business days
4	Minimal Impact: attributes and/or options to utility programs do not operate as stated.	Two (2) business days	Ten (10) business days
5	Enhancement Request.	Five (5) business days	N/A
*	"Response" means and includes: taking and logging the Error call; and, in cases of Priority 1 and 2 Errors, making continuous efforts to cure the Error until the Error is cured.		
**	Target Repair Time is calculated from notification and substantiation of Error.		

If access to the Client systems required for a Response or Target Repair is not available to DataCert, then the Response times shall be extended by the length of time during which such access is unavailable to DataCert.

6. **Failure to Respond or Repair.** In the event DataCert fails to Respond to a notification of, or to repair, any Error within the time frames stated above, Client may raise the Error with an officer of DataCert. If the Error is not repaired or there is no Response within twice the allotted time set forth above, then Client may raise the Error with a senior officer of DataCert. In the event the Error is not repaired within three times the allotted Target Repair Time for any Priority 1 or 2 Error and Client has followed the procedures described above, then Client may request DataCert to assign a specific person (the "Technician") to repair such Error, and DataCert shall, immediately upon such request, cause the Technician to repair the Error. In the event DataCert fails to fulfill the foregoing obligation, then Client shall receive a credit against the Annual Service Fees payable to DataCert under the Agreement in the amount of one-twelfth of the ShareDoc/Legal Annual Fee for each month in which the Error persists unresolved. For the avoidance of doubt, no credits will apply with respect to failure to meet the Hosting Service Levels.

7. **Third Party Software.** Notwithstanding the Response and Target Repair times set forth above, Client acknowledges that DataCert cannot guarantee the time frame within which third parties will respond or repair errors in their software (that is not part of the DataCert System) or third party interfaces accessed by the DataCert System that cause Errors in the DataCert System. Client is free to enter into agreements with such third parties to obtain support directly to Client. The Response and Target Times do apply, however, to any third party software incorporated into the DataCert System. DataCert warrants and represents to Client that it has the legal authority to use or grant licenses to all third party software incorporated in the DataCert System.

**APPENDIX D**

**CONTACT INFORMATION**

Client should direct all non-technical, business-related communications to the following DataCert "Business Contact":

Name: Mike Weitkunat

Phone: 713-572-3282 Ext. 6145

Email: mike.weitkunat@datacert.com

Client should direct all technical or implementation communications to the following DataCert "Technical Contact":

Name: Vice President, Corporate Implementations

Phone: 713-572-3282

Email: clientimplementation@datacert.com

Client's "Sponsor" of the project that is the subject of this Agreement who is vested with the authority to make decisions concerning this project on behalf of Client is the following "Client Sponsor":

Name: Tony Setaro

Phone: +1 212 320 6874

Email: Anthony.Setaro@lchman.com

Client's primary contact with respect to the amounts owed by Client pursuant to this Agreement is the following "Client Billing Contact":

Name: Intentionally left blank \_\_\_\_\_

Phone: \_\_\_\_\_

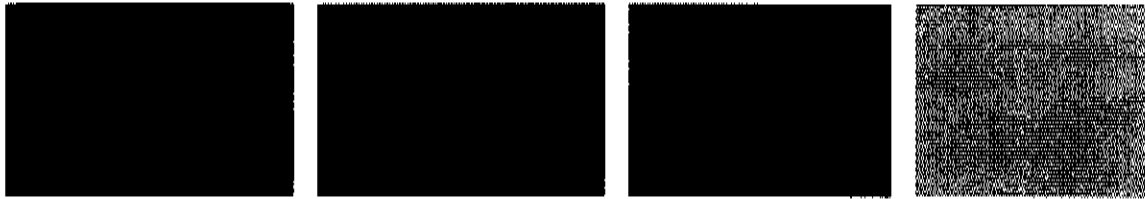
Email: \_\_\_\_\_



**APPENDIX E**

**STATEMENT OF WORK**





**LEHMAN BROTHERS**

**Statement of Work  
AIMS Upgrade & Integration**

**August 3, 2006**

**Prepared by  
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## **Executive Summary**

Lehman Brothers has asked DataCert to review its' current legal spend management process and make recommendations to improve these processes. Lehman has been using Data Adapter from DataCert integrated with their in-house Matter Management System (MAXS). Lehman has provided DataCert with information about several systems that currently integrate with Data Adapter and MAXS. A demonstration of the MAXS System was provided as well as supporting User and Administrative documentation to understand the system functionality and integration points.

DataCert conducted a thorough analysis of the functional gaps between our Advanced Invoice Management System (AIMS) and MAXS. Some functional gaps were identified and studied. At the conclusion of this analysis we believe that AIMS is better suited to handle Invoice Approval and Legal Spend processes to yield significant savings, while MAXS is better suited to handle the Settlement and Outcome processes. The systems will be able to work together and cover all of your existing functionality, while adding the additional functional and financial benefits of AIMS outlined below.

Many routine business functions will continue to be handled by MAXS (i.e. Outcomes, Settlements, Reserves). AIMS will be used to perform business functions where greater control is needed (i.e. Invoice Workflow, Invoice Review/Approval, Invoice Adjustments, Vendor Management, Timekeeper Management, Manual Invoice Entry, BR Accruals, Invoice Allocations, Workflow). In some cases, functions will be handled by both systems. Specifically, the process of opening Matters and assigning Counsel, which will be handled by MAXS for Litigated Matters and AIMS for non-Litigated Matters.

### **Functional benefits include:**

1. Improved workflow and processing of invoices
2. Better control over legal spend with automated rules enforcing Lehman billing guidelines
3. Significant reduction in manually processed legal invoices
4. Capturing all law firm billing information electronically

### **Financial benefits include:**

1. Savings of 1-2% of legal spend for Quick Pay Discounts
2. Savings of 2-3% of legal spend for AIMS System Adjustments
3. Savings of 3-4% of legal spend for Bulk Discounts
4. Enforceable 15% Late Invoicing discounts

## Recommended Products & Features

- AIMS Product Suite
  - Behind the firewall (non-hosted) installation
  - AIMS Server 3.7
  - GUIDE
  - Ad Hoc Reporting
  - Integration feed with the following systems defined below:

### AIMS Integration Points

Interface	Type	Origin	Destination	Comment
Matter Import	Flat File	MAXS	AIMS	Confirmed
Vendor Import	Flat File	A/P	AIMS	Confirmed
Approved Invoice Export	Flat File	AIMS	A/P	Approved invoice feed to payment
Paid Invoice Reconciliation	Flat File	A/P	AIMS	Paid invoice reconciliation interface
GL Codes Import	Flat File	GL	AIMS	List of valid GL Codes
Currency Conversion Rate Import	Flat File	GL	AIMS	Currency code and conversion rates
Account Import	Flat File	GL	AIMS	Valid P&L codes for each business unit
Single Sign On	LDAP	LDAP	AIMS	Facilitates single sign on
Mobius	Doc Link	Mobius	AIMS	Document link (url) to Mobius for AIE
Admin Hierarchy	API	Admin Hierarchy	AIMS	Associates approver to P&L code to support workflow

Note: For flat file integrations, the System of Origin is responsible for creating the flat file, while the Destination system is responsible for receiving the file.

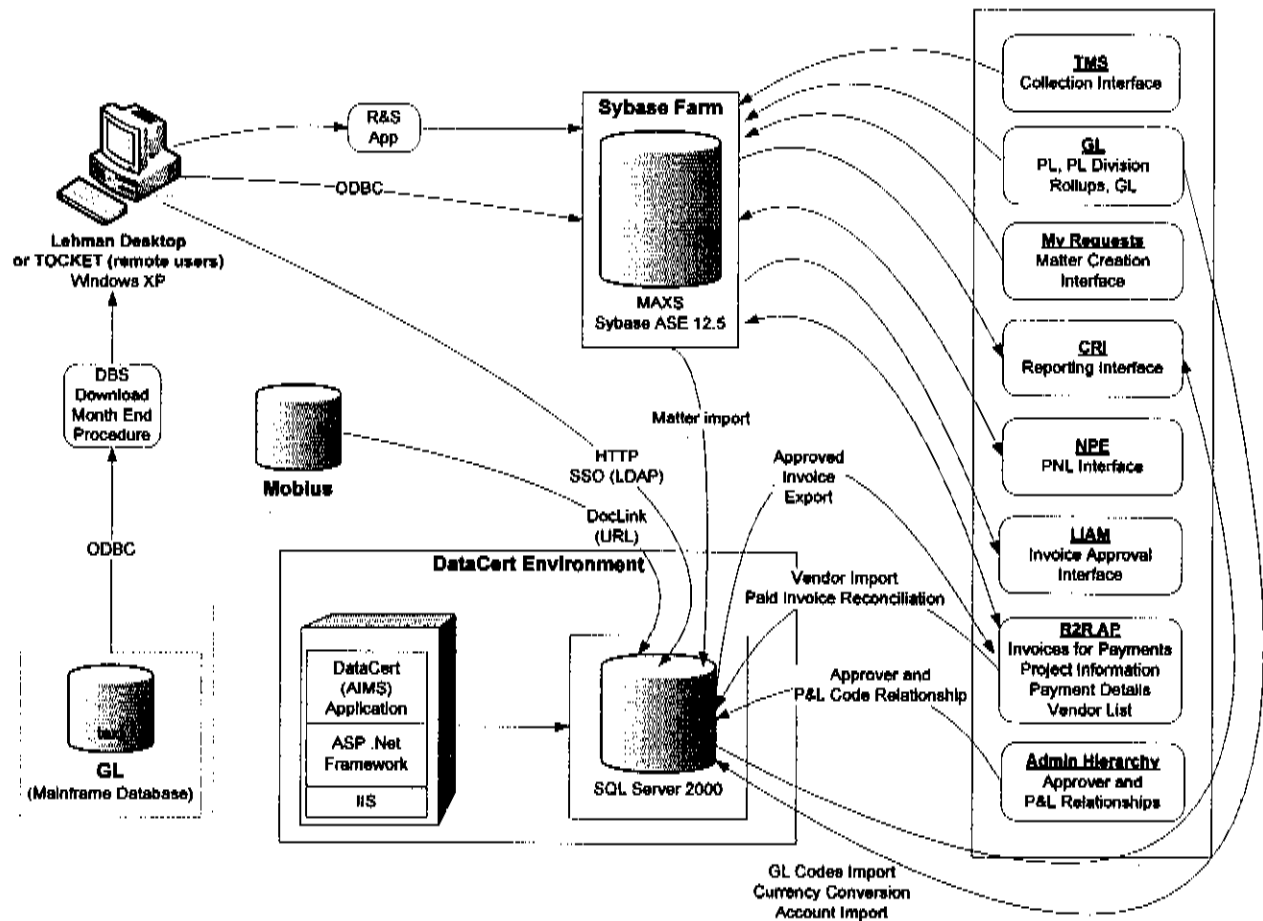
- Major Business problems:
  - Improved workflow and processing of invoices
  - Increased control over legal spend with automated rules
  - Improved reporting and trend analysis
  - Integration with multiple systems
  - Assumption of critical Matter Management (MAXS) functions
  - Increasing participation of firms in e-billing

## Points of Contact

<b>Name &amp; Title</b>	<b>Role</b>	<b>Phone</b>	<b>E-mail</b>
<b>Anthony Setaro (VP)</b>	<b>Project Sponsor</b>	<b>(212) 320 6874</b>	<b><u><a href="mailto:Anthony.Setaro@lehman.com">Anthony.Setaro@lehman.com</a></u></b>
<b>Valerie Conway (VP)</b>		<b>(212) 320 7017</b>	<b><u><a href="mailto:Valerie.Conway@lehman.com">Valerie.Conway@lehman.com</a></u></b>
<b>Anthony DeJoseph (Senior Associate)</b>	<b>Business Lead</b>	<b>(212) 320 7556</b>	<b><u><a href="mailto:Anthony.DeJoseph@lehman.com">Anthony.DeJoseph@lehman.com</a></u></b>
<b>Michelle Mandell (VP)</b>	<b>IT Project Manager</b>	<b>(201) 499 4620</b>	<b><u><a href="mailto:Michelle.Mandell@lehman.com">Michelle.Mandell@lehman.com</a></u></b>
<b>Clement Yu (VP)</b>		<b>(201) 499 6861</b>	<b><u><a href="mailto:Clement@lehman.com">Clement@lehman.com</a></u></b>
<b>Suresh Palli (Programmer)</b>	<b>IT Development Team</b>	<b>(201) 499 8112</b>	<b><u><a href="mailto:Suresh.Palli@lehman.com">Suresh.Palli@lehman.com</a></u></b>
<b>Eddie Cairnie (SVP)</b>	<b>Business Project Manager</b>	<b>(212) 320 6872</b>	<b><u><a href="mailto:Eddie.Cairnie@lehman.com">Eddie.Cairnie@lehman.com</a></u></b>
<b>Linda Ciaccia (BSA)</b>	<b>Business Analyst</b>	<b>(212) 320 6905</b>	<b><u><a href="mailto:Linda.Ciaccia@lehman.com">Linda.Ciaccia@lehman.com</a></u></b>
<b>Namrata Ghosalkar Rolin Lewis Prema Pillai Ashley Rebeiro Wendy (Woon Ling) Chin Linda Corrente Sal Alioto (VP) Deborah Capone</b>	<b>Business Users</b>		

## Process Overview

### System Architecture Diagram



## Key Processes

### Workflow

AIMS will inherit the route each invoice must follow for approval based off of the matter being billed. The LB Assigned Professional will review every electronic invoice submitted to matters to which they are assigned. Other LB professionals may be included (and configured into AIMS workflow) as required.

- General Workflow Process
  - Invoices will arrive in AIMS with a status of "Pending"
  - Invoices will proceed through a client defined workflow process
  - Invoice status is changed to "Approved" after the final AIMS approver in the workflow
  - Invoice status is changed to "Paid" after reconciliation is received from A/P system (i.e. check is cut or payment processed)

### Matter Creation & Management

Opening Matters and assigning Counsel will continue to be handled by MAXS (for Litigated Matters). Matters and assigned counsel created in MAXS will be integrated into AIMS. AIMS will handle these processes for non-Litigated Matters. Several identified custom fields will be added to the AIMS Matter and/or Matter Accounting view (see custom matter fields).

The following mandatory MAXS fields are available, and may be created in AIMS as illustrated below.

### **AIMS Matter Management Fields**

<b>MAXS Field</b>	<b>Equivalent AIMS Field</b>
Matter ID	Matter Number
Matter Name	Matter Name
LB Professional	Professional In Charge
Case Description	Notes
Case Open Date	Open Date
Case Close Date	Close Date
Chargeable P&L	N/A (New field)
Reportable P&L	N/A (New field)
G/L Account	N/A (New field)
Allocation %	Percent
Start Date	N/A (New field)
Status	N/A (New field)
LB Professional Assigned Date	N/A (New field)
Work Category	N/A (New field)
Core Number	N/A (New field)
Account Code	N/A (New field)
LB Professional Status	N/A (New field)
Matter Location	N/A (New field)
LGS	N/A (New field)

**Note:** Labels on existing AIMS fields can be changed to reflect the corresponding MAXS field (i.e. Professional In Charge changes to **LB Professional**). **Matter ID** will be auto-created with the following numbering convention (4 characters based on Matter Type + year + 4 sequential digits ... total 12 alphanumeric characters) for Non-Litigated Matters only. **Work Category** and **Matter Type** will be a static fields, and will change based on values selected in other fields. **Core Number** will be free form text at the Matter Level.



## Sample Matter Creation Screen

**DataCert AIMS - Add Matter - Web Page Dialog**

**Create Matter Details**

Matter Name:  Open Date:

Matter No:  Matter Type:

Work Group:

LB Prof Assigned:

Matter Location City:  Closed: ☐

State:  IP:

Zip:

Country:

Notes:

OK Cancel

## Sample AIMS Matter Screen (Custom Fields)

**Details**

Matter Name	Contractor Agreement	Matter ID	Matter No
Environmental	Corp Law Department	Open & Close Dates	2002-000201
Workgroup	Morgan, Lance	Open Date	10/4/2002
Professional in Charge		Close Date	
Matter Location City		Litigation	No
Zip		Closed	No
Country		IP	No
Notes			
Comments			

Annotations: Matter Types, LB Professional, Location, Zip, Country, Notes, Comments

**Accounts Payable**

General Ledger: GL, Environmental Lit

Allocations	Allocations	Chargeable	Reportable	G&L	Account Code
Category					
Environment					Percent
State Litigation					\$0.00
					\$0.00

Annotations: Report P&L Description, CUSTOM Fields to Add

**CUSTOM Fields to Add**  
(Also will include all fields mentioned in Statement of Work "AIMS Matter Management Fields")

## Budgeting

Budgets will optionally be managed within AIMS for matters or for vendors assigned to perform work on specific matters. Budgets will generally be set at the Fee/Expense level.

The first screenshot, titled "DataCort AIMS - Create Budget Step 1 -- Web Page Dialog", shows the "Create Budget" section with the instruction "First step requires selecting the budget type and length". It contains three dropdown menus: "For" set to "Matter", "Type" set to "Total", and "Time Span" set to "Yearly".

The second screenshot, titled "DataCort AIMS - Create Budget Step 2 -- Web Page Dialog", shows the "Create Budget" section with the instruction "Second step requires setting the budget details". It includes a "Name" field with "2006 Total", a "Comments" text area, a "Description" field with "Total", and a "Budget" field. At the bottom are "OK" and "Cancel" buttons.

## Timekeeper Management

AIMS users will store manage and enforce Timekeeper rates within the AIMS system. Timekeeper rates managed in the AIMS system will be utilized by the validation rule set to ensure that electronic billing firm timekeepers are adhering to the defined rate structures.

The screenshot shows the "DataCort AIMS - Add EUR -- Web Page Dialog" with the "Add Timekeeper Details" section. It contains fields for "Timekeeper ID", "First Name", "Last Name", "Phone No", "Fax No", "Email Address", "Gender" (set to "Male"), "Minority" (set to "Not Specified"), and "Active" (set to "Yes").

The "Timekeeper Rate Details" section includes a "Classification" dropdown set to "- Select -", a "Rate" field set to "EUR", and "Start Date" and "End Date" fields. At the bottom are "OK" and "Cancel" buttons.

## Accrual Handling Process

AIMS will provide a process to load Accrual (“dummy”) invoices to facilitate the Accrual Process. Custom screens will be created.

On a monthly basis, Accrual WIPs (“dummy invoices”) will be loaded into AIMS using the Alternative Invoice Entry Screen.

### Alternative Invoice Entry

<b>Vendor Details</b>			
Vendor Name		Vendor No	
<b>Matter Details</b>			
Matter Name		Matter No	
<b>Invoice Header Details</b>			
Invoice No		Received	
Start Date		End Date	
Invoice Date			
Invoice Type	Accrual	Currency	-- Select --
Fiscal Year	2006		
Fiscal Month	6		
<b>Line Item Details</b>			
Type	Charge Description	Amount	Disc
Fee		0.00	0.00
Expense		0.00	0.00

- The Accrual invoice will include a dollar amount for:
  - Total Fees
  - Total Expenses
- The Invoice Type will be set to “Accrual”

<b>Invoice Header Details</b>			
Vendor Name: Rick Nichols & Nye		Primary Address: 200 W 42nd St, Suite 100 New York, NY 10017	
		Vendor ID: 2195	
<b>Invoice</b>		<b>Invoice Totals</b>	
Invoice No	March_06 Accrual	Matter Name	Trademark 7342
Invoice Description		Matter No	CT200204003
Invoice Date	4/3/2006		
Invoice Start / End	3/15/2006 - 3/31/2006		
Received	4/7/2006		
Allocated to Fiscal Period	4/2006		
Invoice Type	Accrual		
Currency	USD		
		Fees	5,000.00 USD
		Fee Discount	0% 0.00 USD
		Expenses	1,000.00 USD
		Expense Discount	0% 0.00 USD
		Invoice Total	6,000.00 USD
		Adjustments	0% 0.00 USD
			6,000.00 USD

- All Accrual Invoices will be set to Invoice Type = **Accrual**. This field will prevent Accrual Invoices from entering workflow as well as excluding Accrual invoices from the Approved Invoice feed (they will be handled via specific WIP feed).

- The accrual amounts will land in AIMS

AB | Fees | Expenses | Warnings | Adjustments Show Warnings ☒

**AB Line Item Details** Header Adjustments

Description  Start Date  End Date

Timekeeper ID  Task Code  Activity Code  Search

Curriosity = USD

Type	Date	TK	Task	Acc	Description	Hrs/Units	Rate	Disc	Cash Adj	Net
Fee	3/15/2006				Total Accrual Fee for March	1.00	5,000.00	0.00	...	5,000.00
Exp	3/15/2006				Total Accrual Expense for March	1.00	1,000.00	0.00	...	1,000.00

Page (1 of 1) 14 15.00 Total Records

- Through ad-hoc reporting in AIMS, a monthly report will be created (by the AIMS Administrator) that will report on two different invoice types, INVOICE and ACCRUAL:
  - The open matters
  - The list of valid law firms that are allowed to bill to the matters
  - The total combined accrued amount (fees and expenses) for the month sent by firms
  - The total “actual” invoice amount billed by firms for the month
  - The variance between the accrued and actual for the month

## Identified Deliverables

### Segment I – AIMS Implementation

#### AIMS

- Key features of AIMS including any AIMS customizations
- Screen shots (or equivalent) of known key processes, customizations and configurations

#### Guide Rules

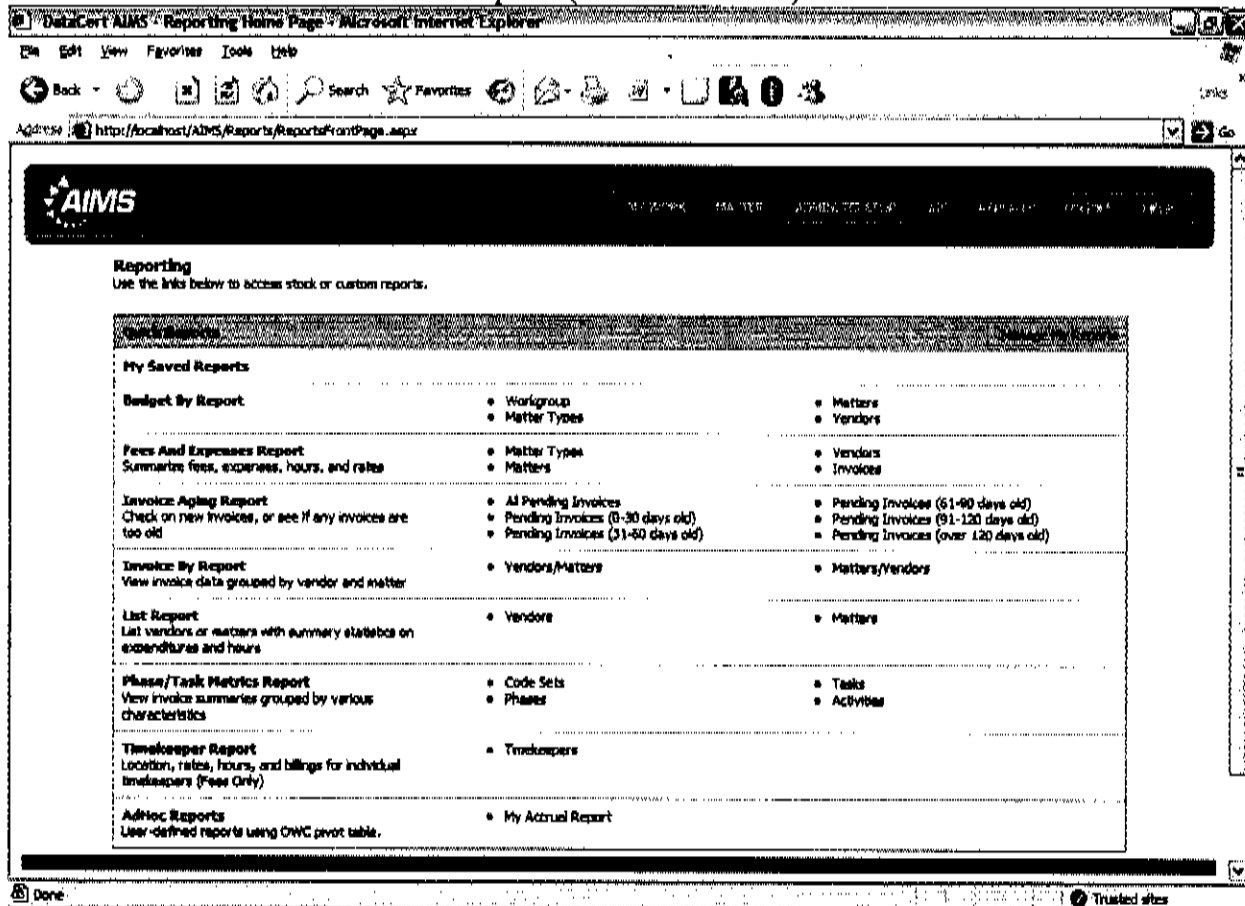
Guide Provides a mechanism to create advanced rules to provide alerts, enforce agreement terms or automatically adjust invoices to comply with agreed rates. The DataCert implementation team will configure specific Guide rules based on Lehman’s requirements.

- Enforce these and other client-specific terms
  - 15% discount for work over 90 days old (Lehman defined)
  - Bulk discount agreements
  - Fast Pay agreements
  - Timekeeper rates
  - Fixed Fee Agreements
  - Invoice validation across multiple or historical invoices
  - Adjust fee or expense to correct rate
  - Adjust violating fee or expense items to zero
- Alert
  - Matters without approved budget

- Matters over budget or within \$\$ or % of limit

## AIMS Analytics & Reporting

- Reports to be delivered
  - All Standard AIMS Reports (illustrated below)

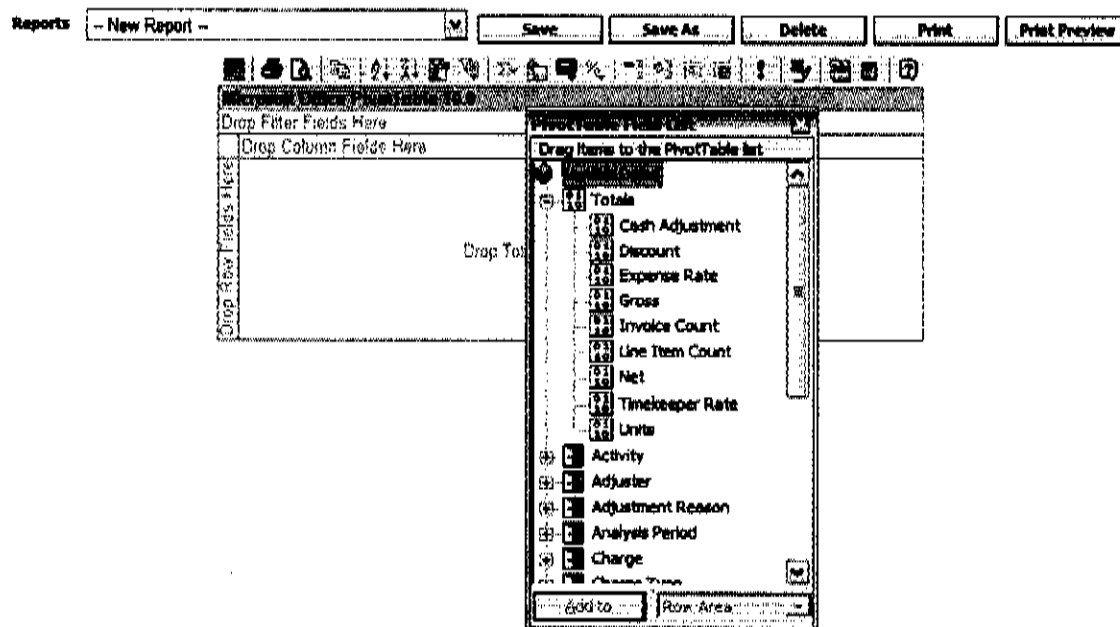


Note: Most reports for AIMS users (LB Professional, Budget, Fee/Expense, Aging, Invoicing, Matters/Vendors, Phase/Activities, Timekeepers) can be found under Standard Reports. Individual users can create additional filters and save reports in their My Saved Reports folder.

- Ad Hoc & Custom Reports (Lehman AIMS Administrator)
  - Interface to CRI (via a link to table in SQL database) – DataCert will provide a ‘view’ in a SQL data structure to abstract defined data contained in the AIMS system for consumption by the CRI reporting interface.
  - CRI interface will also serve the purpose of new invoices extraction from AIMS to allow the consolidated (CRI) reporting before historical data is loaded.
  - Provide an Ad Hoc interface to “drag & drop” fields displayed in AIMS
    - Ad Hoc Report available in Excel
    - Re-create the “BRNP Report” with the following fields

- Matter Name, Matter ID, Invoice Number, Vendor Name, Invoice Date, Trans. Number, Chargeable Division, Chargeable P&L, G/L Number, Allocation Amount, Location, Invoice Status, Open Date
  - Create other custom reports as needed
- Accrual or WIP (“dummy invoice”) Report
  - Will be an Excel file linked to an AIMS Cube. This will be external to AIMS allowing Excel to connect directly to an OLAP cube.
  - Allow user to report on Accruals and total by Matter or Vendor

### AIMS Administrator – Ad Hoc Reporting Interface



Note: Ad Hoc Reporting is only available for an Administrative User. An OLAP Cube is created to more quickly analyze and re-orient large amounts of data in seconds.

#### ➤ Scheduled Reports

- Used by infrequent or non-AIMS users (Sr. Managers, General Counsel)
- Automatically e-mailed on a client determined schedule
- **Note:** Some clients choose not to e-mail **Law Firm Summary** and **Remittance Report**, but to use the information internally for negotiations
- These report show positive or negative trends to improve the process
- 5 Pre-Built Reports are geared towards specific functions
  - **Case Manager** (My workgroup vs. other Workgroup Average)
    - Review & Approval Statistics
    - Discounts
    - Budget/Actual
    - Timekeeper statistics

- Top Matters, Top Adjusted Firms, Top Adjusted Reasons
- **Practice Area Report** (My workgroup vs. Legal Dept Average)
  - Review & Approval Statistics
  - Discounts
  - Budget/Actual
  - Timekeeper statistics
  - Top Matters, Top Adjusted Firms, Top Adjusted Reasons
- **General Counsel Report** (Summary of all Legal Spend)
  - Total Spend by Year
  - Top Matter Types & YTD Paid
  - Top Litigated Matters & YTD Paid
  - Top Firms by Matter Types & YTD Paid
  - Top Adjustments by Firm
  - Top Discounts by Firm
- **Law Firm Billing Summary** (My firm vs. Average all Firms)
  - Billed vs. Paid
  - Adjustments
  - Payment Ratio
  - # of Invoices, % Adjusted, % Rejected
  - Average Approval Days
  - Budget vs. Actual (\$ and %)
  - # Matters over budget or without budget
  - Timekeeper billing info
- **Law Firm Remittance Report** (Individual firm “scorecard”)
  - List of invoices Approved
  - List of invoices Approved and Adjusted
  - List of Invoices Pending
  - List of Invoices Rejected

#### **Data conversion, Customizations & Prototype Deliverables**

- Identified Customizations
  - New invoice type “Accrual”
  - Reports will segregate WIPS from regular invoices
  - Mandatory MAXS fields may be viewable in AIMS
- Known documentation deliverables
  - Project Schedule
  - Integration Design Document
  - Business and Systems Requirements
  - Note: Additional information regarding specific feature use scenarios can be found in the “AIMS-MAXS-LIAM Open Items” document. This information may also be used to support a comprehensive implementation of the AIMS system.

- DataCert IT will provide data dictionary and assistances to allow user list extraction in order to fulfill internal IT audit (TAC) requirement.
- Prototype of AIMS
  - Completed business requirements
  - Accruals handling
  - Lawyers & ELO approval workflow and thresholds
- Interim Process – Historical Data Reporting
  - DataCert will provide a temporary process to access historical invoice data
    - Defining temporary reporting needs
    - Utilizing AIMS Ad Hoc Reporting tools and SQL queries to produce temporary reports of historical invoice data outside of AIMS

### **Segment II – Historical Data Loading (2007)**

- Data conversion or historical data loading
  - DataCert will convert desired data supplied in the form of “data gathering” spreadsheets enabling “pre-load” into AIMS
  - Historical financial data conversion may be handled in a secondary project phase

### **Tentative Project Plan & Client Resources**

#### ***Please note the following:***

- A detailed project plan (i.e. finalization of tasks and start/end dates) will be handled by the Implementation Group at Project Kickoff.
- These timeframes are an estimate of those in which given activities take place and DataCert’s significant experience implementing spend management solutions.
- Timelines are affected by factors such as solution complexity, resource allocation, and customization, so actual timeframes may vary.
- Additional tasks may need to be added to accommodate individual needs.

### **Segment I – AIMS Implementation**

<b>Phase 1 Scoping and Information Gathering</b>	
6 Weeks	<b>Client Personnel Required:</b> Legal Administrator (Valerie Conway's Group) Accounting Personnel Project Manager (Clement Yu)  <b>Client Time Commitment:</b> 40 Hours
DataCert/Client	Kick-off meeting
DataCert/Client	Identify Preliminary Time Lines and Establish Roles
DataCert/Client	Define Testing Process
DataCert	Set Project Plan Dates
DataCert/Client	AIMS Configuration Requirements
DataCert	Define AIMS Configuration (Custom fields, workflow)



Client	Complete Data Gathering Schedules (Professionals, workgroups, matter types, etc.)
DataCert/Client	Define Guide Rules
DataCert/Client	Define Integration Points
DataCert	Sync/Post with MAXS
DataCert	Mobius (A/E invoice document link)
DataCert	Approved Invoice Post
<b>Phase 2 Prototype</b>	
2 Weeks	<b>Client Personnel Required:</b> Legal Administrator (Valerie Conway) Project Manager (Clement Yu & Michelle Mandell) Attorney or Business Unit Representative  <b>Client Time Commitment:</b> 8 Hours (Assuming a WebEx)
DataCert	Solution Review Meeting
DataCert	Generate and test AIMS prototype (does not include integration or Guide Rules)
DataCert/Client	Client review of prototype
DataCert	Internal Post Mortem on Prototype review
DataCert	Finalization of Design Documentation (Validation Rules, AIMS, Integration)
<b>Phase 3 Integration Development</b>	
5 Week	<b>Client Personnel Required:</b> Project Manager (Clement Yu) Legal Administrator (Valerie Conway) IT Personnel (Suresh Palli)  <b>Client Time Commitment:</b> 24 – 30 Hours
DataCert	Development of integration points
DataCert	AIMS Configuration (custom fields, workflow, A/E invoice types)
DataCert	Configure Guide Rules
DataCert	Load Pre Production Data
<b>Phase 4 Quality Assurance</b>	
4 Weeks	<b>Client Personnel Required:</b> NONE  <b>Client Time Commitment:</b> NONE
DataCert	Team Solution Review Meeting
DataCert	End to End Test of Application

<b>Phase 5</b>	<b>Deployment/UAT</b>
5 Weeks	<b>Client Personnel Required:</b> Project Manager (Clement Yu & Michelle Mandell) Legal Administrator (Valerie Conway) End Users IT Personnel (Suresh Palli)  <b>Client Time Commitment:</b> 80 - 90 Hours
DataCert	Pre-Deployment Review Meeting
DataCert/Client	Hardware Configuration & Deployment in Test
DataCert/Client	Administrator Training / Train-the-Trainer & IT Training
DataCert/Client	User Acceptance Testing
Client	Final Production Data Load Schedules complete
DataCert/Client	Hardware Configuration & Deployment in Production
DataCert	Load Production Data
<b>Phase 6</b>	<b>Go Live</b>
1 Week	<b>Client Personnel Required:</b> Project Sponsor (V Conway, T. Serato, E. Carnie) Project Manager (Clement Yu, Michelle Mandell) Selected End Users IT Personnel (Suresh Palli)  <b>Client Time Commitment:</b> 60 Hours
Client	End-User Training

## **Segment II – Historical Data Loading (2007)**

### ***Please note the following assumptions:***

- Lehman IT staff will make the data available in a spreadsheet or temporary table defined by DataCert's Implementation Group, thereby enabling DataCert to re-use many implementation scripts.
- Historical upload not to exceed 3 years of invoice data.
- All invoices are single-matter invoices.
- Historical invoice data will include header level information only (total fees and expenses... not line item detail).
- To expedite completion, Lehman will make the data available for DataCert staff to work on offsite at our headquarters in Houston.
- Lehman will agree to take AIMS offline for up to 2 days (weekends are acceptable) to allow DataCert to perform the Historical Data Load.

## Phase 1 Go Live

6 Weeks

### Client Personnel Required:

Project Sponsor (V Conway, W. Herz, E. Cairnie)  
Project Manager (Clement Yu, Michelle Mandell)  
Selected End Users  
IT Personnel (Suresh Palli)

### Client Time Commitment:

60 Hours

Client/DataCert	Definition of DataCert spreadsheet or temp table to hold and normalize data
Client/DataCert	Definition of required invoice information (required fields, line item vs. summary detail, workflow)
Client/DataCert	Definition of scope (# of line items, # of closed matters, # of closed GLs etc)
Client	Assemble data according to requirements and send to DataCert
DataCert	Data cleanup & conversion
DataCert	Data testing
Client/DataCert	Lehman AIMS System Shutdown
DataCert	Convert data to Lehman AIMS Production Server
DataCert	Testing & Lehman AIMS Server back online

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	\$39.99	0 - 450	451 - 750, \$5 for each 30 minutes, Above 750 Additional Anytime Minutes only \$0.20 each	Unlimited
	\$59.99	0 - 900	901 - 1200, \$5 for each 30 minutes, Above 1200 Additional Anytime Minutes only \$0.20 each	Unlimited
	\$79.99	0 - 1350	1351 - 1650, \$5 for each 30 minutes, Above 1650 Additional Anytime Minutes only \$0.20 each	Unlimited
	\$99.99	0 - 2000	2001 - 2300, \$5 for each 30 minutes, Above 2300 Additional Anytime Minutes only \$0.20 each	